



100 Elliott Street, Haverhill, MA 01830

**Request for Proposals
NECC18- FAC002 for Janitorial Services
Haverhill and Lawrence Campuses**

Northern Essex Community College (“NECC”) is soliciting competitive sealed proposals for janitorial services on the Haverhill and Lawrence, Massachusetts, campuses of NECC.

Bid Documents will be available beginning **April 17, 2018 on www.necc.mass.edu/bids**

Sealed proposals will be received until May 2, 2018 until 10:00am at which time all proposals will be **opened, read and recorded in room A313, Building A on the Haverhill Campus.**

Proposals should be clearly marked **NECC18-FAC002 – Janitorial Services**, submitted in a sealed envelope and received at:

**Northern Essex Community College
Procurement Department, B216
100 Elliott St.
Haverhill, MA 01830**

This is a sealed RFP and may NOT be submitted electronically. The College will not be held responsible if any proposal is not so marked and is unintentionally opened as a result. Postmarks will NOT be considered.

The pre-bid conference will be held, 12:00pm, April 24, 2018; in room B-202, Building B, on the Haverhill Campus. The meeting will include a tour of the Haverhill and Lawrence campuses and will begin at:

**Northern Essex Community College
Building B, Room B-202
100 Elliott Street
Haverhill, MA 01830**

All times listed are understood to be Eastern Standard/Daylight Savings (US) unless otherwise noted.

All bid materials must be signed in ink. Facsimile signatures are unacceptable. Proposals must be signed by an authorized agent of the company. Late proposals will not be considered.

Prices quoted must be available for acceptance for at least ninety (90) days after the bid closing date.

NECC reserves the right to accept the proposal deemed best for the Commonwealth of Massachusetts and NECC. The Contract will be awarded to the Vendor who offers the best combination of price, capability and service options as determined by NECC. NECC reserves the right to reject any or all bids, wholly or in part.

April 17, 2018

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SECTION I
INTRODUCTION AND SCHEDULE OF EVENTS

INTRODUCTION: Northern Essex Community College (“NECC”) is soliciting competitive sealed proposals for janitorial services on the Haverhill and Lawrence, Massachusetts, campuses of NECC. NECC is a two-year public commuter college, operating on a semester basis. Additional information is available on the College’s website: www.necc.mass.edu.

SCHEDULE OF EVENTS

Bids Available	April 17, 2018
Pre Bid Conference	April 24, 2018, 12:00pm
Deadline for Written Bidders Questions	April 26, 2018, 12:00pm
Responses posted by	April 30, 2018, 4:00pm
Bids Due	May 2, 2018, 10:00am
Contract Award	June 1, 2018
Contract Start Date	July 1, 2018
Contract End Date	June 30, 2021
Renewal Options	Optional - Two (2), One (1) year renewals

All questions must be forwarded via email to procurement@necc.mass.edu. Questions may not be submitted by mail, fax or telephone.

All addenda and responses to questions will be posted on www.necc.mass.edu/bids. They will not be mailed, faxed or emailed.

The pre-bid conference will be held, 12:00pm, April 24, 2018; in room B-202, Building B, on the Haverhill Campus. The meeting will include a tour of the Haverhill and Lawrence campuses and will begin at:

**Northern Essex Community College
Building B, Room B-202
100 Elliott Street
Haverhill, MA 01830**

While not mandatory, preference may be given to Bidders who have visited the site.

If NECC is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other foreseen circumstances the bid conference will be held at 12:00pm on the next business day. Bid responses will be accepted until 10:00am on the next normal business day.

The date listed for Contract Award is an estimate and supplied only as a courtesy to Bidders.

Responses not in compliance with bid requirements will be deemed non-responsive.

Proposals must include one (1) complete original and three (3) copies and be submitted in a sealed envelope and received at:

**Northern Essex Community College
Procurement Department, B216
100 Elliott St.
Haverhill, MA 01830**

Sealed proposals will be received until May 2, 2018 at 10:00am at which time all proposals will be opened, read and recorded in room A313, Building A on the Haverhill Campus. Proposals should be clearly marked NECC18-FAC002 – Janitorial Services, submitted in a sealed envelope. Proposals received after this date and time will not be considered. It is the Bidder’s responsibility to ensure this condition is met. Proposals delivered to the College mailroom or receiving dock is NOT acceptable.

SECTION II **GENERAL CONDITIONS**

IDENTIFIERS:

- Awarding Authority, College- Northern Essex Community College (NECC)
- Bidder, Contractor, Vendor - An individual, corporation or other entity engaged in the business of supplying the services described in this solicitation, which has received a copy of the RFP. By responding to this RFP, the Bidder agrees that they have read and understand this document.
- Contract Manager – NECC Vice President of Administration & Finance/CFO or designee. The Contract Manager shall have the final responsibility in all operational matters pursuant to this Contract. NECC must approve amendments or modifications to the specifications set forth in the Contract, in writing and in advance of implementation or performance.
- Agreement, Contract –Binding agreement between NECC and the Contractor.

CONDITIONS OF THE AGREEMENT: This part of the RFP contains general conditions. The successful Bidder will furnish all personnel, materials, tools and services in conformance with the terms and conditions as outlined in these specifications. All stipulations covered under the RFP are part of the resulting Contract. If the Bidder takes exception to any of the terms or conditions listed in the conditions, it must be noted in his/her bid. No part of these services may be sub-contracted without prior written consent of the Contract Manager.

All addenda and responses to questions will be posted on www.necc.mass.edu/bids. They will not be mailed, faxed or emailed. NECC and the Commonwealth of Massachusetts accept no liability and will provide no accommodation to Bidders who submit a response based upon an out-of-date solicitation document.

The Bidder may not alter the RFP or its components except for those portions intended to collect the Bidder's response (cost pages, etc.). Modifications to the body of the RFP, specifications, terms and conditions or any other documents that would change the intent of this RFP are prohibited. Any modifications other than where the Bidder is prompted for a response will disqualify the response.

PREVAILING WAGES: All work performed under any contract resulting from this RFP must conform to Massachusetts General Laws, chapter 149 sections 26 and 27 for Prevailing Wage Rates. A copy of the Massachusetts Executive Office of Labor and Workforce Development, Department of Labor Standards (DLS) Prevailing Wage Rates are attached. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract including Contract extensions. Labor rates for functions not covered under prevailing wage laws must, at a minimum, meet and include the minimum wage rates established by the DLS. Any questions relative to the applicability of any wage rate shall be directed to the DLS.

PROPOSAL COSTS: Bidders must bear all costs associated with their proposals, including preparation, copying, postage and delivery fees. No costs or expenses incurred by Bidders will be the responsibility of NECC.

CONTRACT: The successful Contractor will be required to sign and submit the Commonwealth of Massachusetts Standard Contract form and Commonwealth Terms and Conditions form within 10 days of the date of award.

BID DEPOSIT: Each bid shall be accompanied by a bid deposit in the form of a bid bond, certified check, treasurer's check or cashier's check issued by a responsible bank or trust company, payable to the Awarding Authority. **Such bid deposit shall be for 5% of the value of the base bid.** Failure to do so will lead to the rejection of the bid. In case of default, the bid surety shall be forfeited to the College.

C.O.R.I./S.O.R.I: The Contractor shall certify with the Contract Manager at the commencement of the Contract that their employees have undergone a Criminal Offender Record Investigations (C.O.R.I) and a Sexual Offender Record Investigation (S.O.R.I) within the preceding three (3) months. An annual certification may take the place of this requirement. The Contractor must also submit certification annually thereafter. This shall be a requirement for all full time, part time and substitute employees. C.O.R.I and S.O.R.I checks must be completed prior to any Contractor employee beginning work at NECC. The Contractor is responsible for all costs associated with C.O.R.I and S.O.R.I checks.

PERMITS: The Contractor shall have complete responsibility for obtaining and maintaining all required permits for operations under this RFP.

OSHA TRAINING: The Contractor shall provide a written copy of the Companies Safety program. The safety program shall meet all Federal, State and Local regulations including the Occupational Safety and Health Act of 1970 (OSHA). All of the Contractor's service and installation employees shall have a certificate outlining they have attended a safety program through a certified safety training program or agency. Contractor shall comply with all OSHA enforcement procedures for occupational exposure to blood-borne pathogens. All employees must have received minimum federal training on blood-borne pathogens, handling of hazardous materials, and instruction in the right-to-know laws and are fully able to understand Safety Data Sheets and other published notices before being allowed to work on NECC property. Training procedures, records and documentation of instructor qualifications or certification shall be submitted to NECC.

AWARDING: The Contract will be awarded to the Vendor who offers the best combination of price, capability and service options as determined by the College. The lowest bid does NOT constitute the winning bid. NECC reserves the right to award or reject any and all proposals in whole or in part, and to waive technical defeats, irregularities, and omissions if, in its judgment, the best interests of the Commonwealth of Massachusetts and NECC will be served. No financial claim for any payment whatsoever shall be brought against the College for any contract delays.

If a discrepancy occurs between the unit price and the extended price, the College will be bound by the LOWER price. Corrections and/or modifications received after the closing time specified will not be accepted.

COLLEGE PROPERTY AND SECURITY: Any damage occurring due to Work or related activities under this Contract shall be repaired at the Contractor's expense and to the satisfaction of the College.

The College can neither accept nor assume responsibility for the security of the Contractor's equipment if stolen or vandalized.

The Contractor shall confine all equipment in areas directed by the College and shall not unreasonably encumber the area.

The Contractor shall make no alterations nor erect any signs on the premise without authority from the Contract Manager. Such permission will be in writing.

The Contractor shall not represent his/herself to be an employee or agent of NECC. The use of the College's name on letterhead, billheads and signs or in any other manner by the Contractor is not permitted.

The Contractor shall comply with all policies and procedures promulgated by NECC.

The Contractor shall not sublet any of the assigned premises for conducting business without the written permission of the College.

Should the Contractor default in any of its undertakings under this Agreement, it is expressly understood and agreed that the College may, at its option, terminate the Agreement effective seven (7) days after written notice has been sent. The College may terminate this Agreement at any time, without prior notice, if the Contractor should become bankrupt or otherwise financially insolvent or there should there be an assignment of assets for the benefit of creditors, which diminish the College's rights, services or ability to take any action for its staff, students and visitors.

At the termination or cancellation of the Agreement, the Contractor shall give up and deliver to the College the premises promptly and in as good condition as at the time of commencement of the Term. The Contractor shall remove all its detachable equipment unless otherwise agreed upon by the College, subject to any lien, which the College may have to secure any unpaid charges due under this Agreement.

The Contractor shall consider any recommendations by the College regarding dismissal of any of the Contractor's employees whom the College finds undesirable. In this matter, the College's recommendation shall be final and binding unless there are mitigating circumstances which will be made known to the College.

The Contractor shall be responsible for all breakage and damage to property (real and personal) that may occur as a result of the fault, negligence or non-performance of duty on the part of her/himself or her/his employees in connection with the performance of the Work herein specified. Repair or replacement of any such damage shall commence by the Contractor within forty-eight (48) hours after notification of such damage and shall be completed expeditiously to the satisfaction of the Contract Manager.

GUARANTY AND WARRANTY: The Contractor shall pay to the College all expenses, losses and damages incurred as a consequence of any defect, omission, negligence or error by the Contractor's employees, its Subcontractor's or its Subcontractor's employees.

DISCRIMINATION AND SEXUAL HARASSMENT: NECC does not discriminate based on race, color, national origin, sex, sexual orientation, religion, age or handicap in admission, access to, treatment or employment in its programs and activities.

The Contractor must comply with the terms of the College's policies on discrimination & sexual harassment issues while carrying out their activities on College property. Copies of the College's harassment policies may be obtained in Human Resources.

Northern Essex Community College is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, genetic information, gender identity or sexual orientation in its programs and activities as required by Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and other applicable statutes and college policies. The College prohibits sexual harassment including sexual violence. Inquiries or complaints concerning discrimination, harassment, retaliation or sexual violence shall be referred to the College's Affirmative Action and/or Title IX Coordinator, the Massachusetts, Commission Against Discrimination, the Equal Employment Opportunities Commission or the United States Department of Education's Office for Civil Rights.

Non-Discrimination in Employment: The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, gender identity, religion, genetic information maternity leave, military service, marital status or disability. The Contractor agrees to comply with applicable federal and state statutes, rules and regulations prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, Massachusetts General Laws, Chapter 151B and all administrative and executive orders, where applicable.

The College reserves the right to disqualify any Contractor, person or entity seeking to provide services to the College that fails to adhere to the prohibitions against discrimination in employment that are contained in this section.

PROTECTION OF LIVES AND HEALTH: The Contractor shall comply with all Federal, State and local laws, ordinances, rules, orders, regulations and codes in completing work under this contract.

The Contractor shall comply with all Federal, State and local laws, ordinances, rules, orders, regulations and codes regarding transporting, handling, storage, removal and disposal of all flammable, regulated and/or unregulated materials required for the work covered under this contract and shall be responsible for all associated fees and/or charges.

The Contractor shall take all precautions for preventing injuries to persons and property in or about the worksite.

The Contractor shall not permit smoking by employees on campus, nor allow the use of intoxicating beverages or non-prescription controlled substance drugs upon or about the worksite.

The Contractor shall assume the defense of, indemnify and save harmless the College, its officers and employees from all claims relating to labor performed or furnished; of injuries to any person or corporation received or sustained by or from the Contractor, their employees and/or subcontractors and any subcontractor's employees, in performing the work or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and his/her employees therein engaged.

Should the College Administration deem that the Contractor is not abiding by the provisions of this section or that a serious, unsafe condition exists which threatens the health, life, safety or property of the College community, an immediate suspension of operation - without additional expense to the College - may be ordered until such unsafe acts or conditions are corrected.

The Contractor's failure to comply with any of the requirements of this RFP shall be cause for immediate termination of the Contract.

The Contractor shall keep itself fully informed of all existing and future Federal, State, County and municipal laws, orders, ordinances, rules, policies, procedures and regulations. This includes but is not limited to OSHA regulations and

health codes as well as those pertaining to affirmative action, equal opportunity and anti-discrimination as they pertain to persons engaged or employed in the workplace or to the materials and equipment used or employed in the work of all such orders and decrees of bodies or tribunals having jurisdiction or authority over same and all provisions required by law to be made part of this Agreement which provisions are hereby incorporated by reference and made part hereof.

CONTRACTOR'S LIABILITY INSURANCE: The Contractor agrees to furnish and keep in full force during the Term of the Agreement, worker's compensation and employer's liability insurance covering all persons employed by the Contractor who are engaged in the performance of the services rendered to the College. The Contractor shall include a provision that there will be no right of subrogation against the College in the event of a workers' compensation or liability insurance payment.

The Contractor shall have and maintain without deductibility, Contractor's Public Liability and Property Insurance and Contractor's Protective Public Liability, Protective Property Damage Liability Insurance and Comprehensive Automobile Liability in not less than the following amounts:

Worker's Compensation

Worker's compensation must include and cover working executives and owner/operators.

1) State	Statutory
2) Applicable Federal	Statutory
3) Employer's Liability Each Accident	\$1,000,000
Disease policy limit	\$500,000
Disease per employee	\$100,000

Comprehensive General Liability

(Including Premises-Operations: Independent Contractor's Protective: Products and Completed Operation Broad Form Property)

1) Bodily Injury	
a) Each Person	\$1,000,000
b) Annual Aggregate	\$1,000,000
2) Property Damage	
a) Each Occurrence	\$1,000,000
b) Annual Aggregate	\$1,000,000

Contractual Liability

Bodily Injury	
a) Each Occurrence	\$1,000,000

Property Damage

a) Each Occurrence	\$1,000,000
b) Annual Aggregate	\$1,000,000

Personal Injury with Employment Exclusion deleted

1) Annual Aggregate	\$1,000,000
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Comprehensive Automobile Liability

Bodily Injury

a) Each Person	\$1,000,000
b) Each Occurrence	\$1,000,000

Property Damage

a) Each Occurrence	\$1,000,000
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Umbrella Policy

\$5,000,000

Each certificate or instrument shall contain a valid provision of endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written notice thereof to the College and that the insurance company waives their right to subrogation and indemnification against the College and the Commonwealth of Massachusetts.

All insurance policies required herein shall contain the following provision or its equivalent with the same meaning and intent:

“The insurance company waives any right of subrogation and indemnification against Northern Essex Community College, its trustees, officers, employees or their agents, or the Commonwealth of Massachusetts which may arise by reason of any payments under this policy”.

Insurance certificates are to be delivered to:
Northern Essex Community College
Procurement Department, B216
100 Elliott Street
Haverhill, MA 01830

The Contractor shall submit to the College, promptly upon bid award, copies of all required insurance certificates to cover all damage to College property or private property and personal injury including but not limited to student, faculty, staff or visitor automobiles on campus grounds.

The Contractor shall be liable for damage through the entire Term of the Contract.

The Contractor certifies that its employees are covered under an unemployment compensation program.

The Contractor must annually provide copies of appropriate licensing for all employees who may operate equipment under this Contract. The Contractor may not use an employee for which a current and appropriate license has not been submitted. The College reserves the right to verify all licensing.

CONTRACT TERMINATION: The successful Bidder will be required to enter into a Contract containing the following provisions:

NECC reserves the right to terminate this Contract with or without cause or if the successful Bidder fails to comply with the provisions of the Contract. The College reserves the right to terminate any and all parts of this Contract specification due to lack of or reduction in financial appropriations that fund this Contract.

GENERAL PROVISIONS: The Contractor agrees that upon written direction by the College, setting forth, reasonable cause, the Contractor will remove from service under the Contract any of its employees or equipment.

The Contractor shall not subcontract any portion of this Contract unless approved in writing by the Contract Manager.

All bid prices shall remain firm for at least ninety (90) days after the bid closing date and throughout the Term of the Contract including renewal options.

NECC shall have the right at reasonable times upon reasonable notice to examine the books, records and other compilations of data which pertain to the performance of provisions and requirements of this Contract.

If the Bidder takes exception to any of the terms or conditions listed in the specifications, it must be so noted in his/her bid. The College reserves the right to reject any bid proposal that is not in full compliance with the contract specifications; reject any or all bids wholly or in part; to waive technicalities or minor deviations; to make awards in a manner deemed in the best interest of the College; and to correct any award or specification erroneously made as a result of a clerical error on the part of the College.

Proposals must be made on the forms supplied by the College. Should the Bidder find discrepancies in or omissions from the specifications or shall be in doubt as to their meaning, he/she shall at once notify the College in writing. The College will not be responsible for any oral instructions. In turn, if the College desires, it will notify the other Bidders in writing. Any bulletins and/or addenda issued during the time of bidding are to be covered in the proposal and closing the Contract thereof and are to be considered binding aspects of the final Contract.

The College shall execute a letter of Agreement within ten working days of Contract award to the successful Bidder. At this time, the Contractor is required to complete and return the Commonwealth of Massachusetts Standard Contract Form, the Commonwealth of Massachusetts Terms and Conditions and a W9.

NECC participates in the Minority Business Enterprise Program (MBE) as directed by Executive Order 237.

The Contractor agrees to comply with all state and federal immigration laws.

Pursuant to M.G.L. c.62C, Section 49A, the Contractor certifies that it has complied with all Federal and State tax laws.

The College is exempt from Federal Taxes and Massachusetts Sales Taxes. Prices quoted shall not include taxes.

CONFLICT OF INTEREST: A Bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion or connection of any kind with any other Bidder, and that the Bidder is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.

CONTRACTOR EMPLOYEES: Contractor shall be responsible for insuring their employees meet all legal requirements for employment in the United States and the Commonwealth of Massachusetts.

The Contractor shall provide the NECC Contract Manager with the names of all Vendor employees working at NECC in advance of assignment to the NECC account and on an as needed basis.

The Contractor agrees that all employees will be dressed in distinctive, clean, neat-appearing uniforms provided and paid for by the Contractor. The Contractor will ensure that his/her employees wear proper and neat appearing footwear while executing this Contract.

CLARIFICATION OF PROPOSALS: Any Vendor submitting a proposal may be required to discuss or clarify their proposal with the selection committee at any time during the procurement process. Only the Procurement department shall make requests for such discussion or clarification.

The selection committee is not required to seek clarification of Vendor proposals. Therefore, the Vendors should be as clear and unambiguous as possible in their responses to the specifications and be certain of their procedural specifications.

AWARD RECOMMENDATION: The Procurement department will recommend to the NECC Board of Trustees for their approval that a Contract be awarded to a responsible and responsive Vendor that best meets the performance and business specifications and has the most cost-effective financial package.

RETURN OF PROPOSALS: NECC shall be under no obligation to return any proposals or materials submitted by a Vendor in response to this RFP.

CANCELLATION OF RFP: NECC retains the right to cancel this RFP or any portion thereof at any time prior to the execution and approval of a Contract, in which event all proposals received in response to this RFP or the relevant portion thereof will be rejected. The College reserves the right not to award a Contract if, at the sole discretion of the College, it is in the best interests of NECC to re-bid or determine an alternate means to provide these services at the College campuses. Should this RFP be cancelled, all expenses related to the preparation of responses to this RFP remain the responsibility of the Vendor.

AMENDMENTS TO THE CONTRACT: NECC reserves the right to amend the Contract arising from this RFP and in particular, to add or remove services at a mutually agreed upon cost.

PREPARATION OF PROPOSAL: The accuracy and detailed completion of this proposal is essential. Omissions and/or equivocal statements will be construed against the Vendor. Since the successful proposal will be incorporated into the Contract, Vendors are cautioned not to make claims or statements to which they are not prepared to commit contractually.

It is essential that the instructions contained in this RFP be followed strictly for the accurate and timely evaluation of proposals. A proposal may be deemed non-responsive, at the Procurement department's discretion, if a Vendor fails to comply with the instructions in this part of the RFP.

Proposals are to include:

- a. Include the name, title, address, email address and telephone number of one individual who can respond to requests for additional information.
- b. Include the name, title, address, email address and telephone number of one individual who is authorized to negotiate and sign a contract for the Vendor.

ACCESS TO VENDOR RECORDS: At all times during the Term of the Agreement, the Vendor shall make available to NECC upon request, any and all records pertaining to the Vendor's operations as they pertain to the Agreement. Records to be made available include, but are not limited to, employee training relative to blood-borne pathogens and hazardous materials.

GOVERNANCE: The Contract as described in the specifications shall be governed by and construed by the Laws of the Commonwealth of Massachusetts and will constitute the entire Agreement between parties. The Contract specifications may not be varied unless specified in writing and signed by both parties.

PRODUCTS/SUPPLIES: "Products and services purchased by state agencies must be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment and promote the use of clean technologies, recycled materials, and less toxic products." In addition, NECC must approve all products and consumable supplies provided by the Vendor.

SECTION III
RFP SPECIFICATIONS AND SCOPE OF WORK

SERVICE AND STAFFING: The Vendor must demonstrate the capability to service NECC facilities seven (7) days each week. Service is required daily but exact hours are subject to change based on operating hours and class/event schedules. Vendor must provide adequate staffing to ensure the cleanliness of all NECC facilities are maintained at the highest possible standards. The Vendor shall supply personal supervision to the Work and shall employ a competent supervisor during the progress of the Work. The Vendor shall employ a sufficient number of competent workers who are thoroughly experienced in this type of Work. For each shift, day and evening, a worker must be continuously on-site for Haverhill and Lawrence, readily available to NECC representatives to address any concerns. The worker must be able to communicate in English, verbal and written. Sufficient substitute personnel must be available in the event of personnel absenteeism. Project work, such as floor refinishing and carpet extraction, will be scheduled during authorized periods with the Contract Manager. Vendor must be able to provide adequate staff to meet the needs of Special Events on campus such as Commencement or any other major event held on campus. Any extra hours will be coordinated by the Events Coordinator or designee. Rates must be listed on the Pricing Sheet.

Vendor must provide a written staffing plan to satisfy all the requirements, specifications and Scope of Work as outlined in Section III and throughout the RFP.

TERM: The Contract will begin on July 1, 2018, for a period of three (3) years with the option to renew for two (2) one (1) year Terms.

EQUIPMENT: The Contractor will be responsible for providing all equipment necessary to meet the terms of this RFP throughout the Term of the Contract and is responsible for proper compliance with all such equipment requirements.

TRASH & RECYCLING: Vendor is responsible for removal of all trash/waste and bottle/can/glass/paper recycling from building and placing it in appropriate receptacles provided by NECC and as directed by Contract Manager.

EVALUATION OF PROPOSALS: College representatives may make arrangements with Bidders to visit sites where they currently provide maintenance services. NECC is not bound to accept any proposal based on price alone. The College further reserves the right to reject any and all proposals and will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of the RFP.

CONTRACT AWARD: Following Contract Award, the Contractor shall have the account manager meet with the Contract Manager at NECC regarding the manner in which the services are to be implemented.

Price Limitation: The Bidder must agree that no other state or public entity customer within the Commonwealth of Massachusetts of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the Contract Term, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the Contract Term in the absence of proprietary information being part of such Contracts.

SCOPE OF WORK

SERVICE LOCATIONS:

Building Locations (see attached campus maps)	Property Type	Approx. Sq. Footage
Haverhill Campus- 100 Elliott St (unless otherwise indicated)		
Bentley Library (A)	State	47,071
General Services Center (B)	State	48,739
Spurk Building (C)	State	88,829
Sports and Fitness Center (D)	State	44,800
Science Building (E)	State	44,113
Maintenance Building (G)	State	10,800
Behrakis Student Services Center (SC)	State	44,000
Hartleb Technology Center (TC)	State	30,410
Opportunity Works (HOW), 671 Kenoza St	Leased	13,000
Lawrence Campus		
John R. Dimitry Building (L), 45 Franklin St	State	63,244
Louise Haffner Fournier Education Center (LA), 78 Amesbury St	State	20,000
420 Common Street (LH)	Leased	15,000
Dr.Ibrahim El-Hefni Allied Health Tech Ctr (LC), 414 Common St	State	43,175
Lawrence Riverwalk (LRW), 360 Merrimack St	Leased	25,800
Estimated Total Square Footage (both campuses)		538,981

Room Types (estimate)	Room Count (estimate)
Academic Labs	56
Auditorium-Lecture Hall A	1
Break-Rooms	15
Classrooms	146
Computer labs	33
Conference Rooms	32
Elevators	11
Gymnasium	1
Health Fitness Center	3
Libraries	2
Locker Rooms	2
Lounge Areas	26
Mail Rooms	4
Multi-Purpose Rooms	3
Offices	284
Restrooms	111
Roof Deck	2
Stairwells	28
Theatre	1
Vestibules/Entry Ways/Lobbies/Corridors	57

SPECIAL EVENTS: Special Events are events deemed by the NECC Contract Manager or Events Coordinator that may require additional services, or a change in regular service, to accommodate the needs of the College. The Contract Manager or Events Coordinator will be responsible for coordinating all Special Event requests to the Vendor, and when applicable at a mutually agreed upon cost based on hourly rate in pricing sheet. Such services may include, but are not limited to:

- Spot cleaning of rugs after special events
- Window and door washing
- Entryways, hallways and conference rooms to be free of dirt sand salt on the floors, and waxed when applicable
- Any metal/stainless steel in the room including the walls, doors and trash barrels to be free of stains and fingerprints

GYMNASIUM: The Contractor will be responsible for providing all equipment necessary to meet the needs of the Gymnasium in order to ensure proper cleaning and sanitation services. Such services may include, but are not limited to:

- Proper washing of the gym floor prior to home athletic events and proper washing after special event usage (scheduled to be provided by Contract Manager)
- Daily dry-mopping of the gymnasium
- Daily vacuuming of the gymnasium floor rugs
- Monthly sweeping and mopping of the bleachers

MANDATORY SERVICE COMPONENTS: All public areas must be cleaned to the ISSA Level 3 standards. The standards are as follows:

ROUTINE CLEANING:

Vestibules/Entry Ways/Lobbies/Corridors:

Daily:

- Empty, clean and re-line trash containers
- Check ceilings for cobwebs
- Clean and sanitize water fountains
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Clean ceramic, concrete, terrazzo and resilient tile floors
- Dust-mop and spot-mop floors and handrails
- Clean glass
- Vacuum floors and mats
- Spot-clean walls and treads

Note: Due to heavy use, lobbies, entryways and vestibules will need frequent service throughout the day. Since they give the first impression of the facility, it is important that they be maintained in as high a standard as possible.

Weekly:

- Buff floors with machine brush or pad, spay-buff resilient tile and terrazzo floors
- Dust all surfaces
- Damp-mop treads
- Wash and sanitize handrails
- Empty recycling

Monthly:

- Clean baseboards

Offices, Conference Rooms, Mail Room, Multi-Purpose Rooms, and Break Rooms:

Daily:

- Empty, clean and re-line trash containers
- Check ceilings of cobwebs
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Dust-mop and spot-mop floors

- Spot-clean glass in doors and partitions
- Spot-mop uncarpeted floors
- Vacuum high traffic areas

Weekly:

- Sanitize public telephones
- Vacuum carpeted areas and mats
- Dust all surfaces
- Empty recycling

Monthly:

- Clean baseboards

Roof Deck:

Daily:

- Clean door glass
- Clean entrance to roof deck of trash and debris

As needed:

- Wash and sanitize tables and railings
- Empty, clean and re-line trash containers
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Clean floors

Restrooms, Locker Rooms and Health and Fitness Center:

Daily:

- Empty, clean and re-line trash containers
- Check ceilings for cobwebs
- Clean and disinfect any spillage or soiled spots on floor
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Remove graffiti
- Clean basins, toilet seats, and other fixtures
- Spot clean all walls, partitions, doors, doorframes and mirrors
- Clean and sanitize sinks, urinals, toilets and showers
- Replenish paper supplies, hand soap, deodorizers, etc.
- Clean and sanitize floor
- Disinfect all showers and shower fixtures

Note: Public restrooms should be fully stocked for the start of each day. High traffic public restrooms are to be checked multiple times per shift to ensure that they remain clean, fully stocked and presentable at all times.

Weekly:

- Clean base of toilets
- Damp-wipe partitions with disinfectant
- Damp-wipe and sanitize vertical surfaces
- De-lime urinals
- Dust all horizontal surfaces and vents

Monthly:

- Machine scrub floors
- Thoroughly wash walls
- Thoroughly sanitize restroom

Note: Vendor is responsible for supplying feminine hygiene product dispensers in applicable restrooms, and to stock and collect funds.

Lounges, Libraries, Auditoriums, Gymnasium and Theatre:

Daily:

- Empty, clean and re-line trash containers
- Check ceilings for cobwebs
- Clean and sanitize water fountains
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Clean ceramic, concrete, terrazzo and resilient tile floors
- Dust-mop and spot-mop floors and handrails
- Clean glass
- Vacuum floors and mats
- Spot-clean walls and treads
- Dry-mop gymnasium
- Vacuum gymnasium floor rugs

Weekly:

- Buff floors with machine brush or pad, spray-buff resilient tile and terrazzo floors
- Dust all surfaces
- Damp-mop treads
- Wash and sanitize handrails
- Disinfect telephones and clean furniture
- Empty recycling

Monthly:

- Clean baseboards
- Wipe handrails and railings with disinfectant

Classrooms, Computer Labs, Academic Labs:

Daily:

- Empty, clean, and re-line trash containers
- Clean brass/metal doorknobs, rails, push-plates, kick-plates
- Spot mop floors. If carpeted, remove all spots and stains
- Spot clean all surfaces as necessary
- Check ceilings for cobwebs
- Dry-mop floors

Weekly:

- Thoroughly dust all surfaces
- Clean internal glass windows
- Dry mop or vacuum thoroughly, including corners and edges
- Spot clean walls
- Clean desk tops (graffiti)
- Thoroughly wet mop floor (if tiled) with sanitizing solution
- Remove residue/wash/wipe tile and/or glazed walls
- Dust computer glass screens (as applicable)
- Vacuum floors
- Empty recycling

Monthly:

- Buff sealed concrete floors coated with floor finish or floor wax
- Dust blinds and window coverings (when applicable)
- Dust vents, high corners and ledges

Stairwells and Elevators:

Daily:

- Sweep or vacuum to remove all dust and debris
- Spot clean walls and handrails
- Spot clean doors and doorframes

Weekly:

- Thoroughly sweep or vacuum and wash to remove all dirt and debris
- Thoroughly dust all surfaces, stair supports, risers, standpipes, etc.
- Remove residue/wash/wipe tile and/or glazed walls
- Clean internal glass windows
- Polish all stainless steel
- Clean tracks

Graffiti Removal: Graffiti will be removed each night from all areas of the College. Any Graffiti determined to be of racial, ethnic, or sexually harassing nature, or gang related, must be reported in writing to the Director of Public Safety or designee.

Biological and Common Spills: Clean as soon as possible, following the proper procedures.

Note: On each shift there will be one person trained in the proper methods of bodily fluid, biological and chemical disposal.

SPECIAL SERVICES:

Exterior Window Cleaning: Upon request exterior windows may be cleaned annually in the Spring (April/May) before Commencement. The cost should be listed on the appropriate line of the Pricing Sheet (Special Services). Any and all property damage including glass broken as a result of the window washing will be repaired or replaced immediately by the Contractor at no added expense to the College.

Note: If the Contractor uses a subcontractor for work under this Contract, they assume the responsibility to ensure that subcontractor employees are paid the appropriate Prevailing Wage rate and abide by the Terms and Conditions of this RFP and resulting Contract.

Floor Cleaning: The following services are to be completed upon request on a biannual basis. Exact scheduling of these services will be determined by the Contract Manager and scheduled so as not to interfere with classes. These costs should be listed on the appropriate line of the Pricing Sheet (Special Services).

- **Deep Carpet Extraction/Wash** -All carpeted areas to be completed biannually upon request.
- **Strip and Wax Refinish**-All non-carpeted floors to be completed biannually upon request.

ALTERNATES: Alternate 1 asks the Vendor to list the cost to the College if the Vendor is to supply the consumable products such as cleaning supplies, paper products, trash liners, soaps etc. necessary for the performance of duties listed in Section III. NECC reserves the right to accept Alternate 1 if it is in the best interest of the College and the Commonwealth. Products/Supplies will be of the highest quality and listed on OSD's Approved Green Products List. The Vendor must submit an Itemized List of Required Consumable Supplies as part of the bid submission and if awarded, the Vendor will provide to NECC the specifications (Safety Data Sheets) and brand names of all chemicals. The Vendor must provide this information to NECC prior to starting Contract. The Vendor shall use "green" labeled chemicals where reasonably available and that meet high quality standards.

VENDOR RESPONSIBILITY AND OPTIONS

Key Policy-NECC will provide the Vendor with keys necessary to gain access to areas to be cleaned. Security of these keys is the responsibility of the Vendor. Keys are not to be removed from the premises at any time and shall not be duplicated by the Vendor for any purpose. **In the event of lost keys, the Vendor will be responsible for re-keying of areas/doors compromised. Keys shall be deemed lost if they are unaccounted for more than 24 hours. Vendor shall be financially responsible to the College for additional security staffing costs, to protect College property, until such time that re-keying is completed.**

VENDOR POLICY AND PROCEDURES: At the start of the Contract, it will be the responsibility of the selected Vendor to develop a *Policy and Procedure Manual* specific to NECC facilities, which details all items such as fixtures, surfaces, furniture, areas, stairways, offices and the specific procedure to be performed on each item. This will include frequencies and intensity of cleaning, i.e. daily, weekly, monthly, annually, etc. The Manual will become the property of NECC. The Manual will be modified as changes occur, and reviewed every twelve (12) months.

SECTION IV
PERFORMANCE SPECIFICATIONS

QUALITY ASSURANCE: Vendor will provide a quality assurance report weekly to the NECC Contract Manager to verify that NECC standards and service requirements and specifications of this RFP are met. NECC reserves the right to employ an independent consultant to perform monthly quality assurance inspections to ensure that the highest standards are met.

PAYMENT PROCEDURE AND TERMS: Vendor will submit an invoice for the previous month's service. Invoices shall be for the per month contract amount with separate invoices submitted for any and all additional work outside the set Contract responsibilities. All invoices must be itemized by building location. Invoices are net 45.

The Commonwealth of Massachusetts or its agent, NECC, will make payment for equipment or services after COMPLETE delivery to the satisfaction of the College.

All Bidders responding to this procurement are encouraged to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments (see attached form).

MEETINGS: Vendor representative will meet with NECC Contract Manager monthly to review performance of the Vendor. NECC reserves the right to initiate meetings that are more frequent.

ADMINISTRATIVE REQUIREMENTS:

Policy and Procedure Manual

Vendor must provide a copy of their current policy and procedure manual for review by NECC. The manual will be returned to Vendor at the conclusion of the selection process.

Account Manager

For purposes of Contract management, the Vendor must provide an individual who will be named the Account Manager for the duration of the Contract. The role of Account Manager will be to serve as the liaison between the Vendor and NECC. This Account Manager will represent the Vendor for all NECC Community College locations.

At a minimum, the Account Manager and one worker per shift/per campus are required to carry a cell phone to aid in communication with the College. All Vendor employees must be able to communicate with each other while on campus.

Employee Identification

The Vendor shall provide the Contract Manager for NECC with the names of all Vendor employees working at NECC in advance of assignment to the account. Each employee's standard hours and areas of responsibility must also be provided.

SECTION V
REQUIRED FORMS

Required Forms and Submissions to accompany the Bid to be tabbed in the following order.

1. Pricing Sheet (Form Included)
2. Statement of Financial Strength (Form Included)
3. Statement of Tax Compliance (Form Included)
4. Certificate of Non-Collusion (Form Included)
5. Vendor Authorized Signature Verification Form (Form Included)
6. Affirmative Action Plan Form or Submission (Form Included)
7. Business Reference & Question Form (Form Included)
8. Commonwealth of Massachusetts Prompt Pay Discount Form (Form Included)
9. Bid Deposit (as outlined, Section II)
10. Staffing Plan (as outlined, Section III, RFP Specs & SOW)
11. Itemized List of Required Consumable Supplies (as outlined, Pricing Sheet)
12. Vendor Policy & Procedure Manual (as outlined, Section IV, Administrative Requirements)

The successful Contractor will be required to sign and submit the following forms within 10 (ten) days of the date of Award. These forms are attached for reference.

- Commonwealth of Massachusetts Standard Contract
- Commonwealth Terms and Conditions
- W-9

Pricing Sheet

A. PRICING: The undersigned proposes to furnish all labor and materials required for NECC18-FAC002 Janitorial Services for the total Contract price specified below, subject to additions and deductions according to the terms of the specifications. Contractor must supply and honor the stated pricing for 5 years. The College reserves the right to renegotiate or conduct a RFP process at the end of Year 3.

B. ADDENDA: This bid includes acknowledgement of addenda number(s) _____, _____, _____.

C. BASE BID PRICING: Includes Building Cleaning Services, Special Services, Day Porters

Mandatory Service Component – Building Cleaning Services	Year 1 (7/1/18- 6/30/19)	Year 2 (7/1/19- 6/30/20)	Year 3 (7/1/20- 6/30/21)	Year 4* (7/1/21- 6/30/22) *Renewal	Year 5 * (7/1/22- 6/30/23) *Renewal
Haverhill Campus					
Bentley Library (A)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
General Services Center (B)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Spurk Building (C)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Sports and Fitness Center (D)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Science Building (E)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Maintenance Building (G)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Behrakis Student Services Center (SC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Hartleb Technology Center (TC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Opportunity Works (HOW)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Lawrence Campus					
John R. Dimitry Building (L)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Louise Haffner Fournier Ed Center (LA)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
420 Common Street (LH)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Dr.Ibrahim El-Hefni Allied Health Tech Ctr, (LC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Lawrence Riverwalk, (LRW)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr

Mandatory Service Component - Special Services	Year 1 (7/1/18- 6/30/19)	Year 2 (7/1/19- 6/30/20)	Year 3 (7/1/20- 6/30/21)	Year 4* (7/1/21- 6/30/22) *Renewal	Year 5 * (7/1/22- 6/30/23) *Renewal
Haverhill Campus					
Exterior Window Cleaning (Annually)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Deep Carpet Extraction/Wash (Bi-annually)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Strip and Wax Refinish (Bi-annually)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Lawrence Campus					
Exterior Window Cleaning (Annually)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Deep Carpet Extraction/Wash (Bi-annually)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Strip and Wax Refinish (Bi-annually)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr

Mandatory Service Component - Day Porters	In addition to the routine cleaning services outlined in the RFP, NECC will be in need of one (1) Day Porter per campus for light cleaning and maintenance duties. Hours to be determined by Contract Manager. The Day Porters will have the same requirements outlined for all contracted staff as outlined in the RFP				
	Year 1 (7/1/18- 6/30/19)	Year 2 (7/1/19- 6/30/20)	Year 3 (7/1/20- 6/30/21)	Year 4* (7/1/21- 6/30/22) *Renewal	Year 5 * (7/1/22- 6/30/23) *Renewal
Haverhill Campus, One Day Porter	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Lawrence Campus, One Day Porter	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr

The total proposed contract price is _____ dollars (\$_____).
(Base Bid Total = Years 1-3 for Mandatory Service Components (Building Cleaning Services, Special Services & Day Porters)

E. EVENT SERVICES: Cost per person, per hour for additional services outside the scope and schedule of this RFP:

Event Services	Hourly Rate of Service
Year 1 (7/1/18- 6/30/19)	\$ /hr
Year 2 (7/1/19- 6/30/20)	\$ /hr
Year 3 (7/1/20- 6/30/21)	\$ /hr
Year 4 (7/1/21- 6/30/22) *Renewal	\$ /hr
Year 5 (7/1/22- 6/30/23) *Renewal	\$ /hr

F. ALTERNATE 1: Consumable products such cleaning supplies, paper products, trash liners, soaps etc. used to complete tasks as specified in Section III. **An itemized list of required consumable chemicals must also be provided in Section V-Required Forms** (See page 18).

Consumables (Cleaning supplies, paper products, trash liners, soaps etc.)	Year 1 (7/1/18- 6/30/19)	Year 2 (7/1/19- 6/30/20)	Year 3 (7/1/20- 6/30/21)	Year 4* (7/1/21- 6/30/22) *Renewal	Year 5 * (7/1/22- 6/30/23) *Renewal
Haverhill Campus					
Bentley Library (A)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
General Services Center (B)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Spurk Building (C)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Sports and Fitness Center (D)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Science Building (E)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Maintenance Building (G)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Behrakis Student Services Center (SC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Hartleb Technology Center (TC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Opportunity Works (HOW)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Lawrence Campus					
John R. Dimitry Building (L)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Louise Haffner Fournier Ed Center (LA)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
420 Common Street (LH)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr

Consumables (Cleaning supplies, paper products, trash liners, soaps etc.)	Year 1 (7/1/18- 6/30/19)	Year 2 (7/1/19- 6/30/20)	Year 3 (7/1/20- 6/30/21)	Year 4* (7/1/21- 6/30/22) *Renewal	Year 5 * (7/1/22- 6/30/23) *Renewal
Dr.Ibrahim El-Hefni Allied Health Tech Ctr, (LC)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Lawrence Riverwalk, (LRW)	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr
Consumables Annual Cost	\$ /yr	\$ /yr	\$ /yr	\$ /yr	\$ /yr

G. CONSUMABLE COSTS: Contractor agrees that consumables costs will not increase during the duration of the Contract.

Date: _____

(Signature of Bidder)

By

(Name and Title of Person Signing Bid)

(Company)

(Business Address)

(City and State)

(Phone & Email)

Statement of State Tax Compliance

Pursuant to M.G.L. Chapter 62C, S 49A, as amended by Chapter 233 of

the Acts of 1983, Section 36, I _____
Name & Title

authorized signatory for _____
Contracting Party

whose principal place of business is at _____
Address

do hereby certify under the pains and penalties of perjury that _____

_____ has complied with all laws
Contracting Party
of the Commonwealth of Massachusetts relating to taxes.

Contracting Party's Social Security or Federal I.D. Number: _____

Authorized Signature

Date

Certification of Non-Collusion

The undersigned certifies under penalties of perjury that this Bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

(Name of person signing bid or proposal)

(Name of Business)

Vendor Authorized Signature Verification Form

Individuals: Individuals have **two options** to verify signature authorization:

1. **Official Sample of Signature.** Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature, **OR**
2. **Notarization.** In the alternative, the Bidder can have their signature notarized in the space below.

Corporations: Corporations have **two options** to verify signature authorization.

1. **Authorization and Clerk Certification:** The Corporate Clerk may certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) **AND** that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (**NOTE:** Clerks may not self-certify if they act as Clerk and as an authorized signatory. Alternative documentation should be submitted); **OR**
2. **Authorization and Official Sample of Signature or Notarization** (Complete both "a." and "b." below)
 - a. **Authorization:** The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation **AND:**
 - b. **Official Sample of Signature or Notarization (Select one option)**
 - **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature **OR**
 - **Notarization.** Have each of the signatory's signature notarized (made in a notary's presence) below.

Partnership or Other Entities

1. **Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity **AND**
2. **Official Sample of Signature or Notarization:** (Select one option)
 - a. **Official Sample of Signature** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature; **OR**
 - b. **Notarization** Have their signature notarized in the space below.

THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

PRINT SIGNATORY'S FULL LEGAL NAME: _____

SIGNATURE: (as it will appear on documents) _____

(NOTARY) I, _____ as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder and the individual's identity was verified, on this date: _____, 20 _____. My commission expires on:

OR

(CORPORATE CLERK) I, _____ as corporate clerk of the Bidder/Vendor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Vendor. This date: _____, 20 _____.

AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:

Affirmative Action Plan Form

(Required for procurements of \$50,000 or more - employers only)

Bidder: _____

RFP Name/Title: **NECC18-FAC002 – Janitorial Services**

Pursuant to Executive Orders 227 and 246, any contract with a potential financial benefit of \$50,000 dollars or more requires a Bidder to submit an Affirmative Action Plan. The format for Affirmative Action Plans shall be determined in accordance with the Executive Orders and the procuring department's secretariat, if the secretariat specifies a format. **If a format has not been specified by the department's secretariat, bidders will be required to complete either A or B below:**

A. BIDDER MUST ATTACH A COPY OF AFFIRMATIVE ACTION PLAN TO RFP RESPONSE.

OR

B. BIDDER MUST COMPLETE THE FOLLOWING CERTIFICATION OF AFFIRMATIVE ACTION PLAN.

IN WITNESS WHEREOF, the Bidder certifies under the pains and penalties of perjury, that as an employer, it is committed to non-discrimination in employment and if selected to execute contracts with the Commonwealth of Massachusetts shall also be committed to procure commodities, services and supplies from certified minority and women-owned business enterprises, businesses owned by individuals with disabilities and businesses owned and controlled by socially or economically disadvantaged individuals, both in the performance of contracts with the Commonwealth of Massachusetts and in the performance of its business generally, as certified by the execution of this certification by an authorized signatory of the Bidder as of the last date indicated below.

X _____
(Signature of Authorized Signatory of Bidder)

PRINT NAME: _____
(Print Name of Authorized Signatory of Bidder)

TITLE: _____
(Print Title of Authorized Signatory of Bidder)

DATE: _____

Business Reference & Question Form

Bidder: _____

RFP Name/Title: **NECC18-FAC002 – Janitorial Services**

The Bidder must provide (indicate a number) 3 business references.

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # _____

URL: _____ Email: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the Bidder's abilities and qualifications as stated in the Bidder's response. The department may deem the Bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Questions
(Please answer in full)

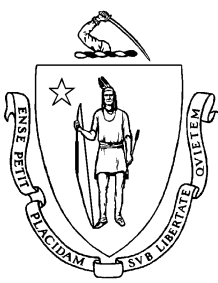
1.) Current Projects (include name of project, owner, contract amount, percent complete and scheduled completion date. (Attached separate sheet if necessary)

2.) Has this business ever defaulted on a contract?

3.) Has this business ever failed to complete any project awarded to it?

4.) List major equipment available

5.) List and provide a brief resume of key personnel available to manage and supervise. (Attached separate sheet if necessary)



COMMONWEALTH OF MASSACHUSETTS
Prompt Pay Discount Form
(Invoice discounts for receiving fast payments)

Revised 3/9/07

Bidder Name: _____
Vendor Code (VCUST): _____
Contract/RFR Number(s): _____

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's [Vendor Web](#) system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, **whichever is later to** the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

- 5% - 10 Days**
- 4% - 15 Days**
- 3% - 20 Days**
- 2% - 30 Days**

If no discount is offered enter 0%

Prompt Payment Discount %	Payment Issue Date w/in
%	10 Days
%	15 Days
%	20 Days
%	30 Days

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature _____ Date: _____

Contractor/ Bidder Authorized Signatory Print Name and Title: _____

Sensitivity level – high (when filled in) low (when blank)



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Northern Essex Community College

Contract Number:

City/Town: HAVERHILL

Description of Work: NECC18-FAC002 Janitorial Services - Haverhill

Job Location: 100 Elliott Street, Haverhill MA 01830

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Janitorial (Cleaning)						
Cleaner, Janitor, Porter (All Employees) <i>SEIU 32BJ JANITORIAL CENTRAL MASS</i>	01/01/2018	\$12.55	\$5.56	\$0.50	\$0.00	\$18.61
	01/01/2019	\$12.90	\$5.75	\$0.50	\$0.00	\$19.15
	01/01/2020	\$13.30	\$6.15	\$0.55	\$0.00	\$20.00

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS**

Prevailing Wage Rates

**As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

CHARLES D. BAKER
Governor

ROSALIN ACOSTA
Secretary

KARYN E. POLITO
Lt. Governor

WILLIAM D MCKINNEY
Director

Awarding Authority: Northern Essex Community College

Contract Number:

City/Town: LAWRENCE

Description of Work: NECC18-FAC002 Janitorial Services - Lawrence

Job Location: 45 Franklin Street, Lawrence MA 01830

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Janitorial (Cleaning)						
Cleaner, Janitor, Porter >29 Hrs/Wk. <i>SEIU 32BJ JANITORIAL SUBURBAN BOSTON</i>	01/01/2018	\$14.99	\$5.56	\$0.50	\$0.00	\$21.05
	01/01/2019	\$15.44	\$5.75	\$0.50	\$0.00	\$21.69
	01/01/2020	\$15.94	\$6.15	\$0.55	\$0.00	\$22.64
Cleaner, Janitor, Porter 29 Hrs. or less/Wk. <i>SEIU 32BJ JANITORIAL SUBURBAN BOSTON</i>	01/01/2018	\$14.74	\$-	\$0.50	\$0.00	\$15.24
	01/01/2019	\$15.19	\$-	\$0.50	\$0.00	\$15.69
	01/01/2020	\$15.69	\$-	\$0.50	\$0.00	\$16.19

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Haverhill Campus
100 Elliott Street




- A Bentley Library**
- B General Services Center**
- C Spurk Building**
- D Sport & Fitness Center**
- E Science Building**
- G Maintenance Building**
- HOW Opportunity Works**
- SC Behrakis One-Stop Student Services Center**
 - ★ Career Planning and Advising Center (CPAC)
 - Bookstore
 - ◆ Student Photo IDs
- TC Hartleb Technology Center**

Parking

- EP Employee Only Permit Parking**
- VP Visitor Parking**
Parking for visitors, students, and employees without permits.
- PP Permit Parking**

 **Intercampus Shuttle Bus**

 **MVRTA Bus**
Students will need to show their NECC student ID to ride both the shuttle and MVRTA busses.

 **Handicapped Accessible Parking**

For additional information and directions, visit
www.necc.mass.edu/directions

For the NECC Parking Policy, visit
www.necc.mass.edu/parking

Lawrence Campus

L **John R. Dimitry Building**
45 Franklin Street
● Library

LA **Louise Haffner Fournier Education Center**
78 Amesbury Street

LC **Dr. Ibrahim El-Hefni Allied Health & Technology Center**
414 Common Street
★ Career Planning and Advising Center (CPAC)
◆ Student Photo IDs

LH **420 Common Street**
■ Bookstore

LRW **Riverwalk**
360 Merrimack Street
Building 9, Entry K

Parking

A&D **Permit Parking**


B&E **Permit/Validated Parking**
Validation with a current NECC parking permit is available M-F at buildings L, LA, LC, and LH.

C **Permit/Visitor Parking**

EP **Employee Only Permit Parking**

P **General Parking**

 **Intercampus Shuttle Bus**

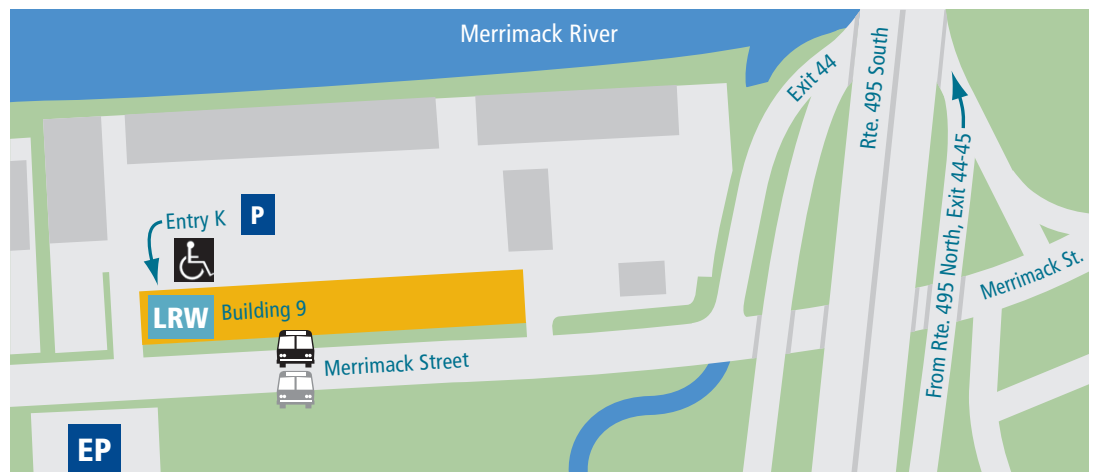
 **MVRTA Bus**
Students will need to show their NECC student ID to ride both the shuttle and MVRTA busses.

 **Handicapped Accessible Parking**

 **Handicapped Access to Lots and Sidewalks**

For additional information and directions, visit www.necc.mass.edu/directions

For the NECC Parking Policy, visit www.necc.mass.edu/parking



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at <https://www.macomptroller.org/> under [Forms](#).

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:	
Legal Address: (W-9, W-4, T&C):		Business Mailing Address:	
Contract Manager:		Billing Address (if different):	
E-Mail:		Contract Manager:	
Phone:	Fax:	E-Mail:	Fax:
Contractor Vendor Code:		Phone:	
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
___ NEW CONTRACT		___ CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) ___ Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form , scope, budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ Amendment to Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ___ Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ___ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A): ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ___ 2. may be incurred as of ____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ___ 3. were incurred as of ____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of ____, 20____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on [COMMBUYS](#).

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Contract Start Date"](#). Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under ["Anticipated Start Date"](#). **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor

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records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#); [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the

Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other

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damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the

Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.



COMMONWEALTH TERMS AND CONDITIONS

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The

Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.